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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

SANDRA LOCKSTEIN, as Wrongful  
 Death Heir, and as Successor-in-Interest to  
 GUSTAV LOCKSTEIN, JR., Deceased,  
 and JULIE LOCKSTEIN, GUSTAV  
 LOCKSTEIN III, as Legal Heirs of  
 GUSTAV LOCKSTEIN, JR., Deceased,

Plaintiffs,

vs.

CBS CORPORATION (FKA VIACOM  
 INC., FKA WESTINGHOUSE  
 ELECTRIC CORPORATION),  
 HUNTINGTON INGALLS  
 INCORPORATED (FKA NORTHROP  
 GRUMMAN SHIPBUILDING, INC.),  
 FOSTER WHEELER LLC (FKA FOSTER  
 WHEELER CORPORATION),

Defendants.

No. \_\_\_\_\_

COMPLAINT FOR SURVIVAL,  
 WRONGFUL DEATH - ASBESTOS;  
 DEMAND FOR JURY TRIAL

**I.**  
**PARTIES**

1. Plaintiffs in this action are the above-captioned successor-in-interest to, or the personal representative of the estate of Decedent; and the personal representatives on behalf of the legal heirs, or the heirs-at-law, of the Decedent, and are all hereinafter referred to as "Plaintiffs."

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1           2.       The person who sustained asbestos-related lung injuries and death as a result of  
2 their inhalation of asbestos fibers through the person's occupational exposure to asbestos,  
3 hereinafter "Decedent" is, with the date of death: GUSTAV LOCKSTEIN, JR. died August 18,  
4 2017. SANDRA LOCKSTEIN is the spouse of GUSTAV LOCKSTEIN, JR. and is hereinafter  
5 referred to as "surviving spouse."

6           3.       Decedent sustained an asbestos-related lung disease and death by precisely the  
7 following mechanism: the inhalation of asbestos fibers released during the handling of asbestos-  
8 containing products at Decedent's jobsites. The pathogenesis of Decedent's asbestos-related  
9 diseases is explained on **Exhibit A**, attached to Plaintiffs' complaint and incorporated by  
10 reference herein.

11           4.       All of Plaintiffs' claims arise out of a similar series of occurrences: repeated  
12 exposure to asbestos-containing products manufactured, distributed, and/or sold by defendants  
13 and supplied to, installed and/or maintained by defendants at Decedent's worksites, over a period  
14 of years, caused from release of toxic asbestos fibers and subsequent inhalation by the Decedent,  
15 resulting in cumulative, progressive, incurable lung diseases.

16           5.       Each Plaintiff claims damages for an asbestos-related disease arising from an  
17 identical series of occurrences not dependent on Decedent's worksite but on the fact that  
18 asbestos-containing products, when handled in the manner in which they were intended, released  
19 harmful asbestos fibers which when inhaled by Decedent, caused serious lung disease. The  
20 allegations of Plaintiffs regarding the nature of Decedent's asbestos-related diseases, the nature  
21 of asbestos; the propensity of asbestos to cause disease, the criteria for diagnosis of disease, are  
22 all identical.

23           6.       Plaintiffs are informed and believe, and thereon allege, that at all times herein  
24 mentioned, defendants were and are corporations, partnerships, unincorporated associations, sole  
25 proprietorships and/or other business entities organized and existing under and by virtue of the  
26 laws of the State of California, or the laws of some other state or foreign jurisdiction, and that  
27 said defendants, and each of them, were and are authorized to do and are doing business in the

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1 State of California, and that said defendants have regularly conducted business in the State of  
2 California.

## 3 II.

### 4 JURISDICTION, VENUE AND INTRADISTRICT ASSIGNMENT

5 7. Jurisdiction: Plaintiff SANDRA LOCKSTEIN is a citizen of the State of  
6 Wisconsin. Plaintiff(s) JULIE LOCKSTEIN, GUSTAV LOCKSTEIN III are citizens of  
7 Wisconsin.

8 Defendants are each corporations incorporated under the laws of and having its principal  
9 places of business in the following States:

10 DEFENDANT	STATE
11 CBS CORPORATION (FKA VIACOM INC., 12 FKA WESTINGHOUSE ELECTRIC CORPORATION)	Delaware/New York
13 HUNTINGTON INGALLS INCORPORATED 14 (FKA NORTHROP GRUMMAN SHIPBUILDING, INC.)	Virginia
15 FOSTER WHEELER LLC (FKA FOSTER 16 WHEELER CORPORATION)	Delaware/New Jersey

17 This Court has original jurisdiction under 28 U.S.C. § 1332, in that it is a civil action  
18 between citizens of different states in which the matter in controversy exceeds, exclusive of costs  
19 and interest, seventy-five thousand dollars.

20 8. Venue / Intradistrict Assignment. Venue is proper in the Northern District of  
21 California and assignment to the San Francisco Division of said district is proper as a substantial  
22 part of the events or omissions which give rise to the claims asserted by Plaintiffs herein  
23 occurred within the County of San Francisco, California, and Defendants are subject to personal  
24 jurisdiction in this district at the time the action is commenced.

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III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION  
(Negligence - Survival)

PLAINTIFF SANDRA LOCKSTEIN AS SUCCESSOR-IN-INTEREST TO THE DECEDENT GUSTAV LOCKSTEIN, JR. COMPLAINS OF DEFENDANTS CBS CORPORATION (FKA VIACOM INC., FKA WESTINGHOUSE ELECTRIC CORPORATION), HUNTINGTON INGALLS INCORPORATED (FKA NORTHROP GRUMMAN SHIPBUILDING, INC.), FOSTER WHEELER LLC (FKA FOSTER WHEELER CORPORATION), THEIR "ALTERNATE ENTITIES," AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR NEGLIGENCE ALLEGES:

9. At all times herein mentioned, each of the named defendants was the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, holding company, affiliate, venturer, co-venturer, subsidiary, wholly or partially owned by, or the whole or partial owner of or member in an entity researching, studying, manufacturing, fabricating, designing, modifying, labeling, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, testing, authorizing, approving, certifying, facilitating, promoting, representing, endorsing servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging, specifying, requiring, mandating, or otherwise directing and/or facilitating the use of, or advertising a certain product, namely asbestos, and/or other products containing asbestos. Said entities shall hereinafter collectively be called ALTERNATE ENTITIES. Each of the herein named defendants is liable for the tortious conduct of each successor, successor in business, successor in product line or a portion thereof, assign, predecessor in product line or a portion thereof, parent, holding company, affiliate, venturer, co-venturer, subsidiary, whole or partial owner, or wholly or partially owned entity, or entity that it was a member of, or funded, that researched, studied, manufactured, fabricated, designed, modified, labeled, assembled, distributed, leased, bought, offered for sale, supplied,

1 sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted,  
 2 rebranded, manufactured for others and advertised a certain product, namely asbestos, and other  
 3 products containing asbestos. The following defendants, and each of them, are liable for the acts  
 4 of each and every ALTERNATE ENTITY, and each of them, in that there has been a virtual  
 5 destruction of Plaintiffs' remedy against each such ALTERNATE ENTITY; defendants, and each  
 6 of them, have acquired the assets, product line, or a portion thereof, of each such ALTERNATE  
 7 ENTITY; defendants, and each of them, caused the destruction of Plaintiffs' remedy against each  
 8 such ALTERNATE ENTITY; each such defendant has the ability to assume the risk-spreading  
 9 role of each such ALTERNATE ENTITY; and that each such defendant enjoys the goodwill  
 10 originally attached to each such ALTERNATE ENTITY:

<u>DEFENDANT</u>	<u>ALTERNATE ENTITY</u>
12 CBS CORPORATION (F/K/A VIACOM	VIACOM, INC.
13 INC., F/K/A WESTINGHOUSE	CBS CORPORATION
14 ELECTRIC CORPORATION)	WESTINGHOUSE ELECTRIC CORPORATION
	WESTINGHOUSE ELECTRIC AND
	MANUFACTURING COMPANY
	B.F. STURTEVANT
	KPIX TELEVISION STATION
	PARAMOUNT COMMUNICATIONS, INC.
	GULF & WESTERN INDUSTRIES, INC.
	NORTH & JUDD MANUFACTURING COMPANY
	VAN NORMAN INDUSTRIES, INC.
18 FOSTER WHEELER LLC	FOSTER WHEELER CORPORATION

19 10. At all times herein mentioned, defendants, their ALTERNATE ENTITIES, and  
 20 each of them, were and are engaged in the business of researching, manufacturing, fabricating,  
 21 designing, modifying, labeling, assembling, distributing, leasing, buying, offering for sale,  
 22 supplying, selling, inspecting, endorsing, testing, authorizing, approving, certifying, facilitating,  
 23 promoting, representing, servicing, installing, contracting for installation, repairing, marketing,  
 24 warranting, rebranding, manufacturing for others, packaging, specifying, requiring, mandating, or  
 25 otherwise directing and/or facilitating the use of, or advertising a certain product, namely  
 26 asbestos and other products containing asbestos.

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1           11.     In part, and without limitation as to other defendants, defendant HUNTINGTON  
2     INGALLS INCORPORATED (FKA NORTHROP GRUMMAN SHIPBUILDING, INC.),  
3     manufactured, modified, serviced and/or repaired asbestos-containing ships and vessels.

4           12.     At all times herein mentioned, defendants, their ALTERNATE ENTITIES and  
5     each of them, singularly and jointly, negligently, and carelessly researched, manufactured,  
6     fabricated, designed, modified, tested or failed to test, abated or failed to abate, warned or failed  
7     to warn of the health hazards, labeled, assembled, distributed, leased, bought, offered for sale,  
8     supplied, sold, inspected, serviced, authorized, approved, certified, facilitated, promoted,  
9     installed, represented, endorsed, contracted for installation of, repaired, marketed, warranted,  
10    rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos,  
11    and other products containing asbestos, in that said products caused personal injuries to users,  
12    consumers, workers, bystanders and others, including the Decedent herein, (hereinafter  
13    collectively called "exposed persons"), while being used in a manner that was reasonably  
14    foreseeable, thereby rendering said products hazardous, unsafe, and dangerous for use by  
15    "exposed persons."

16           13.     Defendants, their ALTERNATE ENTITIES, and each of them, had a duty to  
17    exercise due care in the pursuance of the activities mentioned above and defendants, and each of  
18    them, breached said duty of due care.

19           14.     Defendants, their ALTERNATE ENTITIES and each of them, knew, or should  
20    have known, and intended that the aforementioned asbestos and products containing asbestos and  
21    related products and equipment, would be transported by truck, rail, ship, and other common  
22    carriers, that in the shipping process the products would break, crumble, or be otherwise  
23    damaged; and/or that such products would be used for insulation, construction, plastering,  
24    fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not  
25    limited to unpacking, preparing, using, sawing, drilling, chipping, hammering, scraping, sanding,  
26    breaking, removing, maintaining, inspecting, "rip-out," and other manipulation, resulting in the  
27    release of airborne asbestos fibers, and that through such foreseeable use and/or handling  
28    "exposed persons," including Decedent herein, would use or be in proximity to and exposed to

1 said asbestos fibers, which contaminated the packaging, products, environment, and clothing of  
2 persons working in proximity to said products, directly or through reentrainment.

3 15. Decedent had used, handled, or been otherwise exposed to asbestos and asbestos-  
4 containing products referred to herein in a manner that was reasonably foreseeable. Decedent's  
5 exposure to asbestos and asbestos-containing products is on current information as set forth at  
6 various locations and circumstances in **Exhibit A**, attached hereto and incorporated by reference  
7 herein.

8 16. As a direct and proximate result of the acts, omissions, and conduct of the  
9 defendants, their ALTERNATE ENTITIES, and each of them, as aforesaid, Decedent's exposure  
10 to asbestos and asbestos-containing products caused severe and permanent injury, damage, loss,  
11 or harm to the Decedent as set forth in **Exhibit A**, attached to Plaintiffs' complaint and  
12 incorporated by reference herein.

13 17. Plaintiffs are informed and believe, and thereon allege, that progressive lung  
14 disease, cancer, and other serious diseases are caused by inhalation or ingestion of asbestos fibers  
15 without perceptible trauma and that said injury, damage, loss, or harm results from exposure to  
16 asbestos and asbestos-containing products over a period of time.

17 18. Decedent suffered from a condition related to exposure to asbestos and asbestos-  
18 containing products. Decedent was not aware at the time of exposure that asbestos or asbestos-  
19 containing products presented any risk of injury and/or disease.

20 19. As a direct and proximate result of the aforesaid conduct of the defendants, their  
21 "alternate entities," and each of them, Decedent incurred liability for physicians, surgeons,  
22 nurses, hospital care, medicine, hospices, X-rays and other medical treatment, the true and exact  
23 amount thereof being unknown to Plaintiffs at this time, and Plaintiffs pray leave to amend this  
24 complaint accordingly when the true and exact cost thereof is ascertained.

25 20. As a direct and proximate result of the aforesaid conduct of the defendants, their  
26 ALTERNATE ENTITIES, and each of them, Decedent incurred liability for the reasonable value  
27 of medial care provided by Decedent's family members measured by, inter alia, the costs  
28 associated with the hiring a registered nurse, home hospice, or other service provider, the true



1 and exact amount thereof being unknown to Plaintiffs at this time, and Plaintiffs pray leave to  
2 amend this complaint accordingly when the true and exact costs are known or at time of trial.

3 21. As a direct and proximate result of the aforesaid conduct of defendants, their  
4 ALTERNATE ENTITIES, and each of them, Decedent suffered permanent injuries to his person,  
5 body, and health, including, but not limited to, asbestosis, other lung damage, and cancer and  
6 related sequelae, and the mental and emotional distress attendant thereto, and ultimately death,  
7 from the effect of exposure to asbestos fibers, all to his general damage in the sums to be proven  
8 at trial.

9 22. As a further direct and proximate result of the said conduct of the defendants,  
10 their ALTERNATE ENTITIES, and each of them, Decedent incurred loss of income, benefits,  
11 entitlements, wages, profits, and commissions, a diminishment of earning potential, and other  
12 pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs; and leave is  
13 requested to amend this complaint to conform to proof at the time of trial.

14 23. As a further direct and proximate result of the said conduct of the defendants,  
15 their ALTERNATE ENTITIES, and each of them, Decedent's exposure to asbestos and asbestos-  
16 containing products caused severe and permanent injury to Decedent, and ultimately Decedent  
17 died on the date previously stated herein.

18 24. Defendants, their ALTERNATE ENTITIES, and each of them, and their officers,  
19 directors and managing agents participated in, authorized, expressly and impliedly ratified, and  
20 had full knowledge of, or should have known of, each of the acts set forth herein.

21 25. Defendants, their ALTERNATE ENTITIES, and each of them, are liable for the  
22 fraudulent, oppressive, and malicious acts of their ALTERNATE ENTITIES, and each of them,  
23 and each defendant's officers, directors, and managing agents participated in, authorized,  
24 expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of  
25 each of their ALTERNATE ENTITIES as set forth herein.

26 26. The herein-described conduct of said defendants listed in this paragraph below,  
27 their "alternate entities," and each of them, was and is willful, malicious, fraudulent, outrageous  
28 and in conscious disregard and indifference to the safety and health of "exposed persons."



1 Plaintiff, for the sake of example and by way of punishing said defendants, seeks punitive  
2 damages according to proof against the following defendant only: FOSTER WHEELER LLC  
3 (FKA FOSTER WHEELER CORPORATION).

4 WHEREFORE, Plaintiffs pray judgment against defendants, their "alternate entities," and  
5 each of them, as hereinafter set forth.

6 SECOND CAUSE OF ACTION  
7 (Products Liability - Survival)

8 PLAINTIFF SANDRA LOCKSTEIN AS SUCCESSOR-IN-INTEREST TO THE  
9 DECEDENT GUSTAV LOCKSTEIN, JR. COMPLAINS OF DEFENDANTS CBS  
10 CORPORATION (FKA VIACOM INC., FKA WESTINGHOUSE ELECTRIC  
11 CORPORATION), HUNTINGTON INGALLS INCORPORATED (FKA NORTHROP  
12 GRUMMAN SHIPBUILDING, INC.), FOSTER WHEELER LLC (FKA FOSTER WHEELER  
13 CORPORATION), THEIR "ALTERNATE ENTITIES," AND EACH OF THEM; EACH FOR A  
14 SECOND, SEPARATE, FURTHER AND DISTINCT CAUSE OF ACTION FOR PRODUCTS  
15 LIABILITY (SURVIVAL), COMPLAIN AS FOLLOWS:

16 27. Plaintiffs incorporate herein by reference, as though fully set forth herein, each  
17 paragraph of the First Cause of Action herein.

18 28. Defendants, their "alternate entities," and each of them, knew and intended that  
19 the above-referenced asbestos and asbestos-containing products would be used by the purchaser  
20 or user without inspection for defects therein or in any of their component parts and without  
21 knowledge of the hazards involved in such use.

22 29. Said asbestos and asbestos-containing products were defective and unsafe for their  
23 intended purpose in that the inhalation or ingestion of asbestos fibers causes serious disease  
24 and/or death. The defect existed in the said products at the time they left the possession of  
25 defendants, their ALTERNATE ENTITIES, and each of them. Said products did, in fact, cause  
26 personal injuries, including asbestosis, other lung damage, cancer, and death to "exposed  
27 persons," including Decedent herein, while being used in a reasonably foreseeable manner,  
28 thereby rendering the same defective, unsafe, and dangerous for use.

1           30.     "Exposed persons" did not know of the substantial danger of using said products.  
2     Said dangers were not readily recognizable by "exposed persons." Said defendants, their  
3     ALTERNATE ENTITIES, and each of them, further failed to adequately warn of the risks to  
4     which Decedent and others similarly situated were exposed.

5           31.     In researching, manufacturing, fabricating, designing, modifying, testing or failing  
6     to test, warning or failing to warn, labeling, assembling, distributing, leasing, buying, offering for  
7     sale, supplying, selling, inspecting, testing, authorizing, approving, certifying, facilitating,  
8     promoting, representing, endorsing servicing, installing, contracting for installation, repairing,  
9     marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos  
10    and asbestos-containing products, defendants, their ALTERNATE ENTITIES, and each of them,  
11    did so with conscious disregard for the safety of "exposed persons" who came in contact with  
12    said asbestos and asbestos-containing products, in that said defendants, their ALTERNATE  
13    ENTITIES, and each of them, had prior knowledge that there was a substantial risk of injury or  
14    death resulting from exposure to asbestos or asbestos-containing products, including, but not  
15    limited to, asbestosis, other lung damages, and cancer. Said knowledge was obtained, in part,  
16    from scientific studies performed by, at the request of, or with the assistance of, said defendants,  
17    their ALTERNATE ENTITIES, and each of them, and which knowledge was obtained by said  
18    defendants, their ALTERNATE ENTITIES, and each of them on or before 1930, and thereafter.

19           32.     On or before 1930, and thereafter, said defendants, their ALTERNATE  
20    ENTITIES and each of them, were aware that members of the general public and other "exposed  
21    persons," who would come in contact with their asbestos and asbestos-containing products, had  
22    no knowledge or information indicating that asbestos or asbestos-containing products could  
23    cause injury, and said defendants, their ALTERNATE ENTITIES, and each of them, knew that  
24    members of the general public and other "exposed persons," who came in contact with asbestos  
25    and asbestos-containing products, would assume, and in fact did assume, that exposure to  
26    asbestos and asbestos-containing products was safe, when in fact said exposure was extremely  
27    hazardous to health and human life.

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1           33. With said knowledge, said defendants, their ALTERNATE ENTITIES, and each  
2 of them, opted to research, manufacture, fabricate, design, modify, label, assemble, distribute,  
3 lease, buy, offer for sale, supply, sell, inspect, service, install, contract for installation, repair,  
4 market, warrant, rebrand, manufacture for others, package and advertise said asbestos and  
5 asbestos-containing products without attempting to protect "exposed persons" from, or warn  
6 "exposed persons" of, the high risk of injury or death resulting from exposure to asbestos and  
7 asbestos-containing products. Rather than attempting to protect "exposed persons" from, or warn  
8 "exposed persons" of, the high risk of injury or death resulting from exposure to asbestos and  
9 asbestos-containing products, defendants, their ALTERNATE ENTITIES, and each of them,  
10 intentionally failed to reveal their knowledge of said risk, and consciously and actively concealed  
11 and suppressed said knowledge from "exposed persons" and members of the general public, thus  
12 impliedly representing to "exposed persons" and members of the general public that asbestos and  
13 asbestos-containing products were safe for all reasonably foreseeable uses. Defendants, their  
14 ALTERNATE ENTITIES, and each of them, engaged in this conduct and made these implied  
15 representations with the knowledge of the falsity of said implied representations.

16           34. The above-referenced conduct of said defendants, their ALTERNATE ENTITIES,  
17 and each of them, was motivated by the financial interest of said defendants, their ALTERNATE  
18 ENTITIES, and each of them, in the continuing, uninterrupted research, design, modification,  
19 manufacture, fabrication, labeling, assembly, distribution, lease, purchase, offer for sale, supply,  
20 sale, inspection, installation, contracting for installation, repair, marketing, warranting,  
21 rebranding, manufacturing for others, packaging, specifying, requiring, mandating, or otherwise  
22 directing and/or facilitating the use of, or advertising of asbestos and asbestos-containing  
23 products. In pursuance of said financial motivation, said defendants, their ALTERNATE  
24 ENTITIES, and each of them, consciously disregarded the safety of "exposed persons" and in fact  
25 were consciously willing and intended to permit asbestos and asbestos-containing products to  
26 cause injury to "exposed persons" and induced persons to work with and be exposed thereto,  
27 including Decedent.

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1           35.     Plaintiffs allege that the aforementioned defendants, their ALTERNATE  
2 ENTITIES, and each of them impliedly warranted their asbestos and asbestos-containing  
3 products, to be safe for their intended use, but that their asbestos and asbestos-containing  
4 products, created an unreasonable risk of bodily harm to exposed persons.

5           36.     Plaintiffs relied upon defendants', their ALTERNATE ENTITIES, and each of  
6 their representations, lack of warnings, and implied warranties of fitness of asbestos and their  
7 asbestos-containing products. As a direct, foreseeable, and proximate result thereof, Decedent  
8 suffered permanent injury and death as alleged herein.

9           37.     As a direct and proximate result of the actions and conduct outlined herein,  
10 Decedent have suffered the injuries and damages herein alleged.

11           WHEREFORE, Plaintiffs pray judgment against defendants, their "alternate entities", and  
12 each of them, as hereinafter set forth.

13                                 THIRD CAUSE OF ACTION  
14                                 (Negligence - Wrongful Death)

15           PLAINTIFF SANDRA LOCKSTEIN, AS WRONGFUL DEATH HEIR, AND AS  
16 SUCCESSOR-IN-INTEREST TO GUSTAV LOCKSTEIN, JR. DECEASED, AND  
17 PLAINTIFF(S) JULIE LOCKSTEIN, GUSTAV LOCKSTEIN III AS LEGAL HEIR(S) OF  
18 DECEDENT, COMPLAIN OF DEFENDANTS CBS CORPORATION (FKA VIACOM INC.,  
19 FKA WESTINGHOUSE ELECTRIC CORPORATION), HUNTINGTON INGALLS  
20 INCORPORATED (FKA NORTHROP GRUMMAN SHIPBUILDING, INC.), FOSTER  
21 WHEELER LLC (FKA FOSTER WHEELER CORPORATION), THEIR "ALTERNATE  
22 ENTITIES," AND EACH OF THEM; EACH FOR A THIRD, SEPARATE, FURTHER AND  
23 DISTINCT CAUSE OF ACTION FOR NEGLIGENCE (WRONGFUL DEATH), COMPLAIN  
24 AS FOLLOWS:

25           38.     Plaintiffs incorporate by reference each paragraph contained within the First  
26 Cause of Action as though fully set forth herein.

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39. The heirs at law of the decedent and their relationship to the decedent are as follows:

<u>NAME</u>	<u>RELATIONSHIP TO DECEDENT</u>
SANDRA LOCKSTEIN	Spouse
JULIE LOCKSTEIN	Daughter
GUSTAV LOCKSTEIN III	Son

40. The individuals set forth as heirs constitute all of the surviving heirs of the Decedent.

41. As a direct and proximate result of the conduct of the defendants, their ALTERNATE ENTITIES, and each of them, as aforesaid, the exposure to asbestos and asbestos-containing products caused Decedent to develop diseases from which condition Decedent died. Plaintiffs were unaware that the death caused by asbestos-related disease until within one year of filing the complaint.

42. At all times prior to his death, decedent was a faithful and dutiful spouse to plaintiff SANDRA LOCKSTEIN and parent to plaintiff children..

43. As a direct and proximate result of the conduct of defendants, and each of them, and the death of Decedent, Decedent's heirs have sustained pecuniary loss resulting from the loss of care, society, comfort, attention, services, and support of Decedent all to the damage of Decedent's heirs.

44. As a further direct and proximate result of the conduct of defendants, and each of them, and the death of Decedent, Decedent's heirs have incurred funeral expenses in an amount currently not ascertained.

WHEREFORE, Plaintiffs pray judgment against defendants, and each of them, as hereinafter set forth.

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1 FOURTH CAUSE OF ACTION  
2 (Products Liability - Wrongful Death)

3 PLAINTIFF SANDRA LOCKSTEIN, AS WRONGFUL DEATH HEIR, AND AS  
4 SUCCESSOR-IN-INTEREST TO GUSTAV LOCKSTEIN, JR. DECEASED, AND  
5 PLAINTIFF(S) JULIE LOCKSTEIN, GUSTAV LOCKSTEIN III AS LEGAL HEIR(S) OF  
6 DECEDENT, COMPLAIN OF DEFENDANTS CBS CORPORATION (FKA VIACOM INC.,  
7 FKA WESTINGHOUSE ELECTRIC CORPORATION), HUNTINGTON INGALLS  
8 INCORPORATED (FKA NORTHROP GRUMMAN SHIPBUILDING, INC.), FOSTER  
9 WHEELER LLC (FKA FOSTER WHEELER CORPORATION), THEIR "ALTERNATE  
10 ENTITIES," AND EACH OF THEM; EACH FOR A FOURTH, SEPARATE, FURTHER AND  
11 DISTINCT CAUSE OF ACTION FOR PRODUCTS LIABILITY (WRONGFUL DEATH),  
12 COMPLAIN AS FOLLOWS:

13 45. Plaintiffs incorporate herein by reference, as though fully set forth herein, each  
14 paragraph of the First, Second and Third Causes of Action herein.

15 46. As a direct and proximate result of the conduct of defendants, and each of them,  
16 Decedent's heirs have sustained the injuries and damages previously alleged.

17 WHEREFORE, Plaintiffs pray judgment against defendants, their "alternate entities," and  
18 each of them, as hereinafter set forth.

19 FIFTH CAUSE OF ACTION  
20 (Premises Owner/Contractor Liability)

21 AS AND FOR A FURTHER AND FIFTH SEPARATE AND DISTINCT CAUSE OF  
22 ACTION, PLAINTIFFS COMPLAIN OF DEFENDANT HUNTINGTON INGALLS  
23 INCORPORATED (FKA NORTHROP GRUMMAN SHIPBUILDING, INC.), AND THEIR  
24 ALTERNATE ENTITIES (hereinafter PREMISES OWNER/CONTRACTOR LIABILITY  
25 DEFENDANTS), AND ALLEGES AS FOLLOWS:

26 47. Plaintiffs incorporate herein by reference, as though fully set forth herein, each  
27 paragraphs 16 through 23 of the First Cause of Action herein.

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48. At all times herein mentioned, each of the PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS was a successor, successor-in-business, assign, predecessor, predecessor-in-business, parent, holding company, venturer, co-venturer, subsidiary, wholly or partially owned by, or the whole or partial owner of an entity causing certain asbestos-containing insulation, other building materials, products, and toxic substances to be constructed, installed, maintained, used, replaced, repaired and/or removed on the respective premises owned, leased, maintained, managed, and/or controlled by them. Said entities shall hereinafter collectively be called ALTERNATE ENTITIES. Each of the herein-named defendants is liable for the tortious conduct of each successor, successor-in-business, assign, predecessor-in-business, parent, holding company, venturer, co-venturer, subsidiary, whole or partial owner, or wholly or partially owned entity, that caused the presence as aforesaid of said asbestos-containing insulation and other toxic substances. The following defendants, and each of them, are liable for the acts of each and every ALTERNATE ENTITY, and each of them, in that there has been a virtual destruction of plaintiff's remedy against each such ALTERNATE ENTITY; defendants, and each of them, have acquired the assets, or a portion thereof, of each such alternate entity; defendants, and each of them, have caused the destruction of plaintiff's remedy against each such alternate entity; each such defendant has the ability to assume the risk-spreading role of each such ALTERNATE ENTITY, and that each such defendant enjoys the goodwill originally attached to each such ALTERNATE ENTITY.

DEFENDANTALTERNATE ENTITY

HUNTINGTON INGALLS  
INCORPORATED  
(FKA NORTHROP  
GRUMMAN SHIPBUILDING, INC.)

AVONDALE INDUSTRIES, INC.  
AVONDALE SHIPYARDS, INC.  
CONTINENTAL MARITIME INDUSTRIES, INC.  
EASTERN IDAHO CONSTRUCTION COMPANY  
INGALLS SHIPBUILDING, INC.  
NEWPORT NEWS SHIPBUILDING AND DRY DOCK  
COMPANY  
NORTH CAROLINA SHIPBUILDING  
NORTHROP GRUMMAN SHIP SYSTEMS, INC.  
SERVICE ENGINEERING INDUSTRIES, INC.

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49. At all times mentioned herein, the PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS, and each of them, respectively, owned, leased, maintained, managed, and/or controlled the premises where decedent was present. The following information provided herein is preliminary, based on recall over events covering many years and further investigation and discovery may produce more reliable information.

<u>CONTRACTOR DEFENDANTS</u>	<u>LOCATION</u>	<u>TIME PERIOD</u>
HUNTINGTON INGALLS INCORPORATED (FKA NORTHROP GRUMMAN SHIPBUILDING, INC.)	<u>ENTERPRISE</u> (CVAN-65)	4/16/1967- 11/29/1968; 12/28/1968- 5/16/1969; 5/20/1969- 12/16/1969; 3/22/1970- 4/20/1970; 7/9/1970-7/31/1970; 11/17/1970- 10/3/1971;
	at: Naval Air Station Alameda, CA	5/6/1967-7/10/1967
	at: Hunters Point Naval Shipyard San Francisco, CA	7/12/1967-9/5/1967; 3/15/1972- 6/30/1972
	at: Puget Sound Naval Shipyard Bremerton, WA	7/29/1968 - 9/23/1968
	at: Pearl Harbor Naval Shipyard Honolulu, HI	1/14/1969 - 3/5/1969
	at: Newport News Shipbuilding & Dry Dock Co. Newport News, VA	10/11/1969- 1/30/1971

Additionally, Decedent might have been present at these or other PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS' premises at other locations and on other occasions.

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1           50. Prior to and at said times and places, said PREMISES OWNER/CONTRACTOR  
2 LIABILITY DEFENDANTS, and each of them, respectively, caused certain asbestos-containing  
3 insulation, other building materials, products, and toxic substances to be constructed, installed,  
4 maintained, used, supplied, replaced, repaired, and/or removed on each of the aforesaid  
5 respective premises, by their own workers and/or by various unqualified or unskilled contractors,  
6 and caused the release of dangerous quantities of toxic asbestos fibers and other toxic substances  
7 into the ambient air and thereby created a hazardous and unsafe condition to Decedent and other  
8 persons exposed to said asbestos fibers and toxic substances while present at said premises.

9           51. At all times mentioned herein, said PREMISES OWNER/CONTRACTOR  
10 LIABILITY DEFENDANTS, and each of them, knew or in the exercise of ordinary and  
11 reasonable care should have known, that the foregoing conditions and activities created a  
12 dangerous, hazardous, and unsafe condition, and unreasonable risk of harm and personal injury to  
13 Decedent and other workers or persons so exposed present on each of the aforesaid respective  
14 premises.

15           52. At all times relevant herein, Decedent entered said premises and used or occupied  
16 each of said respective premises as intended and for each of the respective PREMISES OWNER/  
17 CONTRACTOR LIABILITY DEFENDANTS' benefit and advantage and at each of the  
18 respective PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS' request and  
19 invitation. In so doing, Decedent was exposed to dangerous quantities of asbestos fibers and  
20 other toxic substances released into the ambient air by the aforesaid hazardous conditions and  
21 activities managed, maintained, initiated, and/or otherwise created, controlled, or caused by said  
22 PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS, and each of them.

23           53. Decedent at all times was unaware of the hazardous condition or the risk of  
24 personal injury created by the aforesaid presence and use of asbestos products and materials and  
25 other toxic substances on said premises.

26           54. At all times mentioned herein, said PREMISES OWNER/CONTRACTOR  
27 LIABILITY DEFENDANTS, and each of them, remained in control of the premises where  
28 Decedent was performing his work.

1           55. Said PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS  
2 retained control over safety and other related conditions and circumstances at Decedent's job  
3 site(s) and affirmatively contributed to and exercised, or failed to exercise, that control in a  
4 manner that caused Decedent's injuries from asbestos-containing products.

5           56. At all times mentioned herein, the PREMISES OWNER/CONTRACTOR  
6 LIABILITY DEFENDANTS owed to Decedent and others similarly situated a duty to exercise  
7 ordinary care in the management of such premises so as to avoid exposing workers such as  
8 Decedent, to an unreasonable risk of harm and to avoid causing injury to said person.

9           57. At all times mentioned herein, said PREMISES OWNER/CONTRACTOR  
10 LIABILITY DEFENDANTS, and each of them, knew, or in the exercise of ordinary and  
11 reasonable care should have known, that the premises that were in their control would be used  
12 without knowledge of, or inspection for, defects or dangerous conditions and that the persons  
13 present and using said premises would not be aware of the aforesaid hazardous conditions to  
14 which they were exposed on the premises.

15           58. At all times mentioned herein, said PREMISES OWNER/CONTRACTOR  
16 LIABILITY DEFENDANTS, and each of them, negligently failed to maintain, manage, inspect,  
17 survey, or control said premises, or to abate, or correct, or to warn Decedent of, the existence of  
18 the aforesaid dangerous conditions and hazards on or about said premises.

19           59. Prior to and at the times and places aforesaid, said PREMISES  
20 OWNER/CONTRACTOR LIABILITY DEFENDANTS, and each of them, respectively, caused  
21 certain asbestos-containing insulation, other building materials, products, and toxic substances to  
22 be constructed, installed, maintained, used, replaced, repaired and/or removed on each of their  
23 aforesaid respective premises, by their own workers and/or by employing various contractors,  
24 and caused the release of dangerous quantities of toxic asbestos fibers and other toxic substances  
25 into the ambient air and thereby injured Decedent.

26           60. At all times mentioned herein, said PREMISES OWNER/CONTRACTOR  
27 LIABILITY DEFENDANTS, and each of them:

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1 a. Should have recognized that the work of said contractors would create during  
2 the progress of the work, dangerous, hazardous, and unsafe conditions, which could or would  
3 harm the Decedent and others unless special precautions were taken;

4 b. Knew or had reason to know, that the contractors it had selected and hired to  
5 install, remove, abate, or otherwise handle asbestos-containing materials were unfit, unskilled,  
6 unlicensed, or otherwise unqualified to do so;

7 c. Failed to use reasonable care to discover whether the contractors it selected and  
8 hired to install, remove, abate, or otherwise handle asbestos-containing materials were  
9 competent, or qualified to do so.

10 61. In part, Decedent was exposed to dangerous asbestos fibers and other toxic  
11 substances by reason of such contractors' failure to take the necessary precautions.

12 62. The work of contractors on premises controlled by the PREMISES  
13 OWNER/CONTRACTOR LIABILITY DEFENDANTS created an unsafe premise and an unsafe  
14 work place by reason of the release of dangerous quantities of toxic substances, including but not  
15 limited to asbestos.

16 63. The unsafe premise or work place was created, in part, by the negligent conduct of  
17 the contractors employed by the PREMISES OWNER/CONTRACTOR LIABILITY  
18 DEFENDANTS. Said negligent conduct includes, but is not limited to:

- 19 a. Failure to warn of asbestos and other toxic dusts;
- 20 b. Failure to suppress the asbestos-containing or toxic dusts;
- 21 c. Failure to remove the asbestos-containing and toxic dusts through  
22 use of ventilation or appropriate means;
- 23 d. Failure to provide adequate breathing protection, i.e., approved  
24 respirators or masks;
- 25 e. Failure to inspect and/or test the air;
- 26 f. Failure to provide medical monitoring.
- 27 g. Failure to select and hire a careful and competent contractor or  
28 subcontractor.

1           64.     The PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS' duties  
2 to maintain and provide safe premises, a safe place to work, and to warn of dangerous conditions  
3 are non-delegable; said duties arise out of, inter alia, common law, California Civil Code § 1714,  
4 and California Labor Code § 6400, et seq., or California Health and Safety Code § 40.200, et  
5 seq., and regulations promulgated thereunder. Accordingly, the PREMISES  
6 OWNER/CONTRACTOR LIABILITY DEFENDANTS are responsible for any breach of said  
7 duties whether by themselves or others.

8           65.     Prior to and at said times and places, said PREMISES OWNER/CONTRACTOR  
9 LIABILITY DEFENDANTS were subject to certain ordinances, standards, statutes, and other  
10 government regulations promulgated by the United States Government, the State of California,  
11 and others, including but not limited to the General Industry Safety Orders promulgated pursuant  
12 to California Labor Code § 6400 and the California Administrative Code under the Division of  
13 Industrial Safety, Department of Industrial Relations, including but not limited to Title VIII,  
14 Group 9 (Control of Hazardous Substances), Article 81, § 4150, § 4106, § 4107, and § 4108,  
15 and Threshold Limit Values as documented for asbestos and other toxic substances under  
16 Appendix A, Table 1 of said Safety Orders; additionally, California Health and Safety Code  
17 § 40.200, et seq., which empowers the Bay Area Air Quality Management District (B.A.A.Q.D.)  
18 to promulgate regulations including, but not limited to B.A.A.Q.D. Regulation 11, Rules 2 and  
19 14, Title 40 Code of Federal Regulations, Chapter 1, Part 61, et seq. -- The National Emission  
20 Standards for Hazardous Air Pollutants, which required said PREMISES OWNER/  
21 CONTRACTOR LIABILITY DEFENDANTS to provide specific safeguards or precautions to  
22 prevent or reduce the inhalation of asbestos dust and other toxic fumes or substances; and said  
23 PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS failed to provide the  
24 required safeguards and precautions, or contractors employed by the PREMISES  
25 OWNER/CONTRACTOR LIABILITY DEFENDANTS failed to provide the required safeguards  
26 and precautions. Defendants' violations of said codes include, but are not limited to:

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- (a) Failing to comply with statutes and allowing ambient levels of airborne asbestos fiber to exceed the permissible/allowable levels with regard to the aforementioned statutes;
- (b) Failing to segregate work involving the release of asbestos or other toxic dusts;
- (c) Failing to suppress dust using prescribed ventilation techniques;
- (d) Failing to suppress dust using prescribed "wet down" techniques;
- (e) Failing to warn or educate Decedent or others regarding asbestos or other toxic substances on the premises;
- (f) Failing to provide approved respiratory protection devices;
- (g) Failing to ensure "approved" respiratory protection devices were used adequately;
- (h) Failing to provide for an on-going health screening program for those exposed to asbestos on the premises;
- (i) Failing to provide adequate housekeeping and clean-up of the work place;
- (j) Failing to adequately warn of the hazards associated with asbestos as required by these statutes;
- (k) Failing to adequately report renovation and disturbance of asbestos-containing materials, including but not limited to B.A.A.Q.M.D. Regulation 11, Rules 2 and 14;
- (l) Failing to have an asbestos removal supervisor as required by regulation;
- (m) Failing to get approval for renovation as required by statutes; and
- (n) Failing to maintain records as required by statute.

66. PREMISES OWNER/CONTRACTOR LIABILITY DEFENDANTS, and each of them, were the "statutory employer" of the Decedent as defined by the California Labor Code and California case law.

67. Decedent at all times was unaware of the hazardous condition or the risk of personal injury created by defendants' violation of said regulations, ordinances, or statutes.

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70. As a proximate result of the foregoing, Decedent developed asbestos-related illness, which has caused great injury and disability as previously set forth, and plaintiff, has suffered damages as herein alleged.

#### IV.

WHEREFORE, Plaintiffs pray judgment against defendants, their "alternate entities," and each of them in an amount to be proved at trial in each individual case, as follows:


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- 1 (i) For damages for fraud according to proof; and  
2 (j) For such other and further relief as the Court may deem just and proper, including  
3 costs and prejudgment interest.

4 Dated: 3/23/18

BRAYTON♦PURCELL LLP


5  
6 By:   
7 David R. Donadio, Esq., S.B. #154436  
8 Attorneys for Plaintiffs

9 JURY DEMAND

10 Plaintiffs hereby demand trial by jury of all issues of this cause.

11 Dated: 3/23/18

BRAYTON♦PURCELL LLP

12  
13 By:   
14 David R. Donadio, Esq., S.B. #154436  
15 Attorneys for Plaintiffs  
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# EXHIBIT A

## EXHIBIT A

Decedent: GUSTAV LOCKSTEIN, JR., Deceased.

Decedent's injuries: Decedent's exposure to asbestos and asbestos-containing products caused severe and permanent injury to the decedent, including, but not limited to breathing difficulties and/or other lung injury or damage, and ultimately, death. Decedent was diagnosed with mesothelioma on or about July 2017, and may have other asbestos-related diagnosis to be determined.

Decedent died on August 18, 2017.

Retirement Status: Decedent retired from his last place of employment at regular retirement age. He had therefore suffered no disability from his asbestos-related disease as "disability" is defined in California Code of Civil Procedure § 340.2.

<u>Employer</u>	<u>Location</u>	<u>Job Title</u>	<u>Dates</u>
Country Gardens Canning Company	Country Gardens Cannery Gillett, WI	Unknown	7/1963-9/1964 (Summers)

Job Duties: Decedent did not recall the specifics of this employment.

<u>Employer</u>	<u>Location</u>	<u>Job Title</u>	<u>Dates</u>
U.S. Navy	Naval Training Center/Naval Station Great Lakes, IL	Trainee	6/30/1965- 9/16/1965

Job Duties: Decedent completed basic training.

<u>Employer</u>	<u>Location</u>	<u>Job Title</u>	<u>Dates</u>
U.S. Navy	Naval Training Center/Naval Station Great Lakes, IL	Machinist Mate (Trainee)	10/17/1965- 1/14/1966

Job Duties: Decedent completed machinist mate training. Decedent cut, installed and removed asbestos containing gaskets and packing.

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<u>Employer</u>	<u>Location</u>	<u>Job Title</u>	<u>Dates</u>
U.S. Navy	Naval Training Center/Naval Station Great Lakes, IL	Machinist Mate (Trainee)	1/14/1966-2/4/1966

Job Duties: Decedent completed nuclear power training.

<u>Employer</u>	<u>Location</u>	<u>Job Title</u>	<u>Dates</u>
U.S. Navy	Mare Island Naval Shipyard Vallejo, CA	Machinist Mate (Trainee)	2/27/1966-9/16/1966

Job Duties: Decedent completed advanced nuclear power training. Decedent attended training sessions in classrooms and aboard vessels. Decedent worked in close proximity to others as they removed asbestos containing insulation. Decedent cut, installed and removed asbestos containing gaskets and packing.

<u>Employer</u>	<u>Location</u>	<u>Job Title</u>	<u>Dates</u>
U.S. Navy	Nuclear Power Training Unit Idaho Falls, ID	Machinist Mate (Trainee)	10/3/1966-4/5/1967

Job Duties: Decedent completed advanced nuclear power training.

<u>Employer</u>	<u>Location</u>	<u>Job Title</u>	<u>Dates</u>
U.S. Navy	ENTERPRISE (CVAN-65)	Machinist Mate	4/16/1967-11/29/1968; 12/28/1968-5/16/1969; 5/20/1969-12/16/1969; 3/22/1970-4/20/1970; 7/9/1970-7/31/1970; 11/17/1970-10/3/1971; 10/8/1971-2/13/1972; 2/27/1972-6/30/1972

at: Naval Air Station Alameda, CA	5/6/1967-7/10/1967
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at: Hunters Point Naval Shipyard San Francisco, CA	7/12/1967-9/5/1967; 3/15/1972-6/30/1972
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1	<u>Employer</u>	<u>Location</u>	<u>Job Title</u>	<u>Dates</u>
2	U.S. Navy (cont'd.)	ENTERPRISE (CVAN-65)	Machinist Mate	
3		at:		7/29/1968 -
4		Puget Sound Naval Shipyard		9/23/1968
5		Bremerton, WA		
6		at:		1/14/1969 -
7		Pearl Harbor Naval Shipyard		3/5/1969
8		Honolulu, HI		
9		at:		10/11/1969-
10		Newport News Shipbuilding & Dry Dock Co.		1/30/1971
11		Newport News, VA		
12	Job Duties: Decedent worked as a machinist mate. Decedent removed asbestos containing insulation. Decedent cut, installed and removed asbestos containing gaskets and packing. Decedent was on board this ship during repair periods at Naval Air Station, Alameda, California; Hunters Point Naval Shipyard, San Francisco, California; Puget Sound Naval Shipyard, Bremerton, Washington; Pearl Harbor Naval Shipyard, Honolulu, Hawaii, and Newport News Shipbuilding & Dry Dock Company, Newport News, Virginia. Decedent was in close proximity to shipyard workers removing, cutting, and installing asbestos containing insulation during repairs and overhauls. At Newport News Shipbuilding & Dry Dock Co., Newport News, Virginia, decedent was in close proximity to employees of NEWPORT NEWS SHIPBUILDING & DRY DOCK CO. (HUNTINGTON INGALLS INCORPORATED (FKA NORTHROP GRUMMAN SHIPBUILDING, INC.)) as they removed, cut, and installed asbestos containing insulation.			
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19	<u>Employer</u>	<u>Location</u>	<u>Job Title</u>	<u>Dates</u>
20	Patz Co. Pound, WI	Patz Co. Pound, WI	Machinist	7/1972-12/1983
21	Job Duties: Decedent fabricated parts for farm equipment. Decedent cut steel and drove forklifts.			
22	<u>Employer</u>	<u>Location</u>	<u>Job Title</u>	<u>Dates</u>
23	Dean's Foods	Dean's Foods Cannery	Unknown	1984-1985
24		Unknown city, WI		
25	Job Duties: Decedent worked in a cannery.			
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<u>Employer</u>	<u>Location</u>	<u>Job Title</u>	<u>Dates</u>
Unlimited Services Oconto, WI	Unlimited Services Oconto, WI	Assembler	1988-1990

Job Duties: Decedent assembled wire harnesses.

<u>Employer</u>	<u>Location</u>	<u>Job Title</u>	<u>Dates</u>
United Healthcare	United Healthcare Unknown city, WI	Computer Programmer	1991-2011

Job Duties: Decedent worked as a computer programmer.

#### NON-OCCUPATIONAL EXPOSURE:

FRICITION: From the 1960's through the 1980's decedent performed brake work on cars with his brother John Lockstein, 6555 Balcolm Lake Road, Gillett, Wisconsin. Decedent removed and replaced asbestos containing brakes purchased from NAPA AUTO PARTS (GENUINE PARTS COMPANY), Oconto Falls, Wisconsin; CARQUEST (CARQUEST CORPORATION, THE), Gillett, Wisconsin; CARQUEST (CARQUEST CORPORATION, THE), Marinette, Wisconsin; CARQUEST (CARQUEST CORPORATION, THE), Green Bay, Wisconsin, and ALL CAR, Marinette, Wisconsin. Decedent purchased replacement parts from NAPA AUTO PARTS, CARQUEST, and ALL CAR from the 1960's through the 1980's.